

**EXHIBIT E****MAINTENANCE PLAN**

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## 1) INTRODUCTION

This Maintenance Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yosemite National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract.

Nothing in this Maintenance Plan shall be construed as authorizing or requiring the Concessioner to construct “Capital Improvements”, i.e. “structures”, “major rehabilitation”, or the installation or replacement of “fixtures” or “non-removable equipment” (as these terms are defined in 36 CFR Part 51). If the Service determines that any such actions are required, they will be undertaken by the Service at its expense.

## 2) DEFINITIONS

In addition to all the defined terms contained in the Contract, its Exhibits and 36 CFR Part 51, the following definitions apply to this Maintenance Plan:

**Asset.** Real Property that the NPS desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function.

**Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials, acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of product or service.

**Facility Operations (FO).** Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes, but is not limited to, includes janitorial and custodial services, snow removal, operation of utilities and grounds-keeping.

**Historic Structures.** Includes districts, sites, buildings, structures, and objects as identified in the National Historic Preservation Act that have been listed in or are eligible for listing in the National Register of Historic Places.

### **3) GENERAL STANDARDS FOR CONCESSION FACILITIES**

The National Park Service Concession Guidelines, NPS-48, (as it may be amended, supplemented, or superseded throughout the term of this Maintenance Plan) offer general direction, expectations, and standards on all aspects of concession operations. The standards for maintenance described in NPS-48, as amended, supplemented or revised, are hereby incorporated by reference.

Pursuant to the Contract, the Concessioner must operate the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service.

### **4) ASSIGNED AREAS**

Lands assigned under the Contract are identified on the land assignment map (See Exhibit C). Boundaries that are not well defined by a sidewalk or road are to be a maximum of 50 feet from buildings and ten (10) feet on either side of paths, walkways, and trails unless otherwise specified on the map. Any modification of assigned areas or buildings will be reflected by corresponding changes on the land assignment map.

### **5) CONCESSIONER RESPONSIBILITIES**

#### **A) Temporary Repair**

The Concessioner must take immediate action to prevent safety hazards by undertaking temporary repair or whatever measures are needed to prevent accidents and accelerated wear of park resources followed immediately with verbal and written notification to the Service.

#### **B) Repair**

The Superintendent reserves the right to require the Concessioner to correct any damage or replace any Asset where facility conditions result from any of the following:

- (1) Neglect, accidents, employee and visitor behavior, and any other activity that damages Assets or causes Assets to prematurely wear out before serving the term of their design life as stipulated by the Service.
- (2) Abuse or shortfalls in operational knowledge of Concession Facilities resulting in any damage or accelerated wear.
- (3) Shortfalls in Service notification of any facility conditions or circumstances that may result in Asset damage.

#### **C) Removable Equipment**

- (1) All Concessioner operated appliances, machinery, and equipment; including parts, supplies, and related materials will be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.

- (2) The Superintendent reserves the right to require the Concessioner to replace personal property provided by the Concessioner including furniture and equipment at the end of its useful life or when the item presents a quality, safety or environmental issue or when the item does not comply with all Applicable Laws.
- (3) Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer's specifications, and replaced as necessary.

#### **D) Reporting Maintenance Needs to the Service**

The Concessioner will report maintenance needs requiring a quick response to the Service Facility Management Customer Service Center by telephoning 209-379-1058.

### **6) SERVICE RESPONSIBILITIES**

The Service assumes responsibility for the execution of all maintenance activities required to protect the structural integrity, extend the useful life, and ensure the functionality of Concession Facilities assigned to the Concessioner.

The Service and Concessioner will conduct joint annual inspections of the Concession Facilities to identify and prioritize maintenance needs and capital improvements that require integration into asset management plans.

Effective: \_\_\_\_\_, 20\_\_